

2019-2021 CONTRACT NEGOTIATIONS

STATE POLICE OFFICERS COUNCIL INITIAL PROPOSAL



UNITED FOR A SAFE IOWA

ARTICLE I

AGREEMENT

This Agreement made and entered into this 1st day of July ~~2017~~ 2019 at Des Moines, Iowa, pursuant to the provisions of Chapter 20 of the Iowa Code, by and between the State of Iowa (hereinafter referred to as the Employer) and the State Police Officers Council, and its appropriate affiliated sub-organizations (hereinafter referred to as the Council), as representatives of employees employed by the State of Iowa, as set forth specifically in the Recognition Clause.

ARTICLE II- VII

No changes

ARTICLE VIII HOURS OF WORK

SECTION 1 Work Schedules (General)

Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per work period. Only time actually worked shall be considered for purposes of computing overtime eligibility.

In those departments where work schedules are posted, changes in such posted work schedules shall be made only to meet the operational needs of the service and shall not be made arbitrarily. Insofar as possible, a minimum of five (5) calendar days' notice will be provided to employees affected by a change in the posted work schedule. Said notice will include the reason for the change in work schedule with sufficient detail to establish that the change was neither arbitrarily made nor made in an effort to avoid the payment of overtime.

SECTION 2 State Troopers

A. Work Schedules

The Trooper work schedules shall be nine (9) hours in length. ~~On May 15, 2017 and May 15, 2018, Each calendar year, prior to June 1st~~, each State Patrol District, facilitated by the District Lieutenant and the ISTA District Representative, except District 15 and District 16, shall conduct a vote by secret ballot of the road Troopers assigned to that District. Whichever of the two options set out below selected by a majority of the votes cast will be followed by all of the road Troopers in that district commencing on July 1st of that year through June 30 of the following year. . .

~~On or about July 1, 2018, representatives of DPS and SPOC shall meet and confer about the Option 2 schedule. Only if both DPS and SPOC agree to continue to offer the Option 2 schedule alternative, then the option to vote shall continue. If both DPS and SPOC do not agree to continue offering Option 2, all road troopers in all districts shall revert to the Option 1 schedule only. . .~~

B. Overtime

No changes.

C. Compensatory Time

Employees shall be allowed to bank up to ~~eighty (80)~~ two hundred (200) hours of compensatory time at any one time. Earned compensatory time shall be taken at the request of the employee with the approval of management in at least one (1) hour increments. The Employer reserves the right to require employees to take earned compensatory time and the Employer's required use of accrued compensatory time shall not result in a reduction of the employee's banked compensatory time below eighty (80) hours. However, such time shall be in increments of at least one (1) day. Earned compensatory time may be accumulated and credited to the employee's account. Up to forty (40) hours of banked compensatory time not taken by the end of the last pay period in November may be converted at the currently hourly rate of pay for the employee involved and paid for in cash, at the Employee's discretion. Another, up to forty (40) Up to eighty (80) hours of banked compensatory time not taken by the end of the last pay period of the fiscal year may be converted at the current hourly rate of pay for the employee involved and paid for in cash, at the Employee's discretion. Compensatory time above forty (40) ~~eighty (80)~~ hours may be converted at the current hourly rate of pay for the employee involved and paid for in cash, at the Employer's discretion. All other compensatory time shall be carried over to the next fiscal year.

D. Standby Time

No changes.

SECTION 3 Conservation Officers

A. Work Schedules

No changes.

B. Overtime

Compensatory time shall be earned on an hour-for-hour basis and placed in the compensatory time bank for all hours worked on days off.

Compensatory time shall be earned at a rate of time and one-half (1½) and placed in the compensatory time bank for all hours worked in excess of ~~one hundred seventy one (171) hours in a twenty eight (28) day period~~ eighty-six (86) hours in a fourteen (14) day work period. Conservation Officers shall account for a minimum of 80 hours during the fourteen (14) day work period.

C. Compensatory Time

No changes.

D. Premium Pay

No changes.

SECTION 4 Park Rangers

A. Work Schedules- **No changes**

B. Overtime

Park Rangers shall be compensated for all time actually worked. Overtime shall be earned at a rate of

time and one-half (1½) and placed in the compensatory time bank for all hours worked in excess of eight (8) hours in a day. In addition, hours worked on a regularly scheduled day off shall be considered overtime. Payment shall be made in either cash or compensatory time at the discretion of the Employer. The rate of payment shall be either one and one-half (1 ½) times the employee's current hourly wage or one and one-half (1 ½) times the number of overtime hours worked.

C. Compensatory Time

Compensatory time accrual shall be based upon a twelve (12) month period beginning April 1 and ending March 31 of the following year.

Earned compensatory time shall be taken at the request of the employee with the approval of the Employer. In addition, the Employer reserves the right to require employees to take earned compensatory time, including the right to require the employee to reduce his or her compensatory time balance between January 1 and

March 31. However, the Employer's required use of accrued compensatory time shall not result in a reduction of the employee's banked compensatory time below eighty (80) hours and when the Employer requires employees to take earned compensatory time, such time shall be in increments of at least eight (8) hours.

Compensatory time can only be accumulated to one hundred and twenty (120) hours. Any hours over one hundred and twenty (120) shall be paid in cash in the pay period those hours are accrued.

Earned compensatory time not paid by the Employer or used by the employee by March 31 of each year shall be converted at the current hourly rate of pay for the employee and paid for in cash.

Park Rangers may request that up to eighty (80) hours of their compensatory time balance be converted to cash and paid at the regular hourly rate. A request for cash may be made only once per year. A request for cash must be made two (2) weeks in advance to the payroll/personnel office and the money will be included in the pay check for the pay period during which the request is made. For purposes of this Section, the Employer agrees to not restrict accrual of compensatory time solely for the purpose of avoiding payment of overtime as provided herein.

SECTION 5 Special Agent 1s

No changes.

SECTION 6 Special Agent 2s

No changes.

SECTION 7 Fire Inspectors

A. Work Schedules

No changes.

B. Overtime

No changes.

C. Compensatory Time

Earned compensatory time shall be taken at the request of the employee with the approval of

management in at least one (1) hour increments. Earned compensatory time shall be taken at the request of the employee with the approval of management in at least one (1) hour increments. However, the The Employer reserves the right to require employees to take earned compensatory time, however the Employer's required use of accrued compensatory time shall not result in a reduction of the employee's banked compensatory time below eighty (80) hours.

When the Employer requires employees to take earned compensatory time, such time shall be in increments of at least one (1) day. Earned compensatory time may be accumulated and credited to the employee's account. Up to forty (40) hours of banked compensatory time not taken by the end of the last pay period in December may be converted at the current hourly rate of pay for the employee involved and paid in cash, at the Employee's discretion. Another up to forty (40) hours of banked compensatory time not taken by the end of the last pay period of the fiscal year may be converted at the current hourly rate of pay for the employee involved and paid in cash, at the Employee's discretion. All other compensatory time shall be carried over to the next fiscal year. Compensatory time, not taken by the end of the last pay period of the fiscal year, if not paid for in cash, may be carried forward to the ensuing fiscal year, however, an employee's compensatory time account may never exceed two hundred forty (240) hours. Compensatory time, not taken by the end of the last pay period of the fiscal year, if not paid for in cash, may be carried forward to the ensuing fiscal year, however, an employee's compensatory time account may never exceed two hundred forty (240) hours.

D. Standby Time

No changes.

SECTION 8 Canine Corp

No changes.

SECTION 9 Call-Back Time

No changes.

ARTICLE IX WAGES AND FRINGE BENEFITS

SECTION 1 Wages

A. No changes, except to Appendix A..

B. No changes.

C. No changes.

D. On the first day of the pay period that includes July 1, ~~2017~~ 2019, employees covered by this Agreement shall receive a ~~two percent (2.0%)~~ three percent (3%) across-the-board pay increase. On the first day of the pay period that includes July 1, ~~2018~~ 2020, employees covered by this Agreement shall receive a ~~two percent (2.0%)~~ three percent (3%) across-the-board pay increase.

E. No changes.

F. No changes.

G. The State agrees to conduct a pay study regarding the Fire Inspector position by July 1, 2020.

SECTION 2 Health and Dental Insurance

A. Group Plans & Contributions

No changes.

B. Cost Containment

1. Introduction of a \$100 emergency room co-payment, without consideration of any other deductible.

2. For Alliance Select, increase the health deductible from \$200/\$400 to \$250/\$500 and increase the medical OPM from \$500/\$1000 to \$750/\$1500. The deductible will apply to all benefits up front before insurance coverage begins.

Prescription drugs shall be covered under medical, subject to deductible, coinsurance, and out-of-pocket maximum. There shall be no lifetime benefit maximum. The plan shall include one (1) eye examination per covered person per year.

The State will pay eighty percent (80%) of health insurance coverage under Alliance Select. The State shall also provide a wellness program to members at no additional cost to the employee.

Members who participate in the wellness program will receive a monthly reduction in their portion of the health insurance premium in each plan year under this Agreement. The monthly reduction will be based on a dollar amount calculated to ensure that the employee share of the Family premium will be no more than fifteen percent (15%) and employees may apply this dollar amount to the plan of their choice.

In order to be eligible for the monthly reduction, employees must complete an annual biometric screening and a Health Risk Assessment (HRA) by a date determined by the State. If an employee completes the annual biometric screening by that date, but the Employer, Health insurance carrier or any 3rd party contracted by the Employer or Health insurance carrier fails to upload the information in a timely or effective manner, the Employee will be deemed to have completed this requirement. Some employees may also be required to participate in health coaching which will consist of participating in the required number of calls with a health coach, not to exceed 12 calls per year.

After an employee positively enrolls in the wellness program for plan year 2016, continued participation, subject to meeting all wellness requirements annually, will remain in effect until the member decides to withdraw from the wellness program during the enrollment period

In either the month of October or November of each year, there will be a thirty (30) calendar day open enrollment and change period when employees may select or change contract tiers and add or remove dependents on their plan.

C. Opt Out Incentive

No changes.

D. Dental Insurance

No changes.

E. Health and Dental Insurance for the families of Officers killed in the line of duty

If an employee is killed in the line of duty, health insurance coverage shall continue in the previously existing coverage for a surviving spouse with the full cost of the health insurance coverage paid by the employer unless and until any of the following conditions apply: 1) the surviving spouse becomes enrolled and remains enrolled for coverage under Medicaid, 2) the surviving spouse remarries and remains remarried, or 3) the surviving spouse become eligible and remains eligible for comparable group medical coverage. Notwithstanding any other provision of law, a surviving spouse who is no longer eligible for coverage under this section with the full cost of the coverage paid by the employer may elect to continue health care coverage by requesting continuation in writing to the employer within thirty-one days after the date the surviving spouse is no longer eligible for coverage, by electing to pay the premium for the accident or healthcare coverage in the same manner as, and at the same premium paid by, employees covered by the accident or healthcare coverage.

If an employee is killed in the line of duty, health insurance coverage shall continue in the previously existing coverage for each surviving child with the full cost of the health insurance coverage paid by the employer unless and until the child reaches the age of 26, except for any period of time that the child becomes enrolled for coverage under Medicaid.

SECTION 3 Life Insurance

No changes.

SECTION 4 Insurance Premium Conversion, Dependent Care

Spending Account and Health Care Spending Account

No changes.

SECTION 5 Holidays

A. No changes.

B. No changes.

C. The Employer agrees that employees of the Department of Natural Resources who are required to work on a holiday provided above shall be compensated for any hours worked on the holiday by receiving one and one-half (1½) times the hours worked on the holiday in compensatory holiday time off. Such accrued holiday compensatory time may be utilized in one (1) hour increments. If a holiday provided above falls on an employee's regularly scheduled day off, equivalent compensatory time off shall be granted at a later date. When such compensatory time off is to be granted, it shall be taken at the request of the employee with the approval of the immediate supervisor. Such approval shall not be unreasonably withheld. Such time shall lapse if not used within the subsequent twelve (12) month period, however, Conservation Officers shall be allowed, at all times, to bank up to one hundred twenty (120) hours of holiday compensatory time.

Park Rangers who are required to work Memorial Day, July 4 or Labor Day shall be compensated by receiving one and one-half (1 ½) times the hours worked on the holiday in cash or regular compensatory time at the employee's discretion.

The Employer agrees that employees of the Department of Public Safety required to work on a holiday provided above shall be compensated for any hours worked on the holiday by receiving one and one-

half (1 ½) times the hours worked on the holiday in regular compensatory time off and used as specified under the other compensatory time off sections of this contract.

D. No changes.

SECTION 6 Paid Annual Leave of Absence (Vacation)

The Employer agrees to provide employees with a formal annual paid leave of absence plan (vacation) as set forth below:

A. Accrual

1.-4. No changes.

5. Employees who are age fifty (50) and older may convert up to twenty-five (25) hours of accrued vacation at a rate of one (1) hour of vacation for one (1) hour of sick leave to be placed in the employee's sick leave. Additionally, all Employees may convert up to fifty (50) hours of accrued vacation at a rate of two (2) hours of vacation for one (1) hour of sick leave to be placed in the employee's sick leave account. The request for vacation conversion to sick leave may only be made once during each fiscal year. Any vacation converted to sick leave must be used pursuant to the provisions of Article IX, Section 8.

At the time of retirement, employees age fifty (50) or older may convert a maximum of two hundred (200) vacation hours to sick leave at a conversion rate of one (1) hour vacation for one (1) hour sick leave.

B. Scheduling of Vacation

The current departmental procedures and practices governing the scheduling of choice of time and amounts of vacation shall continue. Employees shall not be precluded from taking vacation in increments of one (1) day. The parties recognize that the Employer has the right to determine the number of employees within each classification and work unit that may be on vacation at any given time; however, vacations shall be granted at times and in amounts most desired by employees whenever operations permit. Once vacation periods have been scheduled, the Employer shall make changes in employee vacation schedules only to meet unanticipated staff shortages or emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule the vacation during the remainder of the calendar year or extend the scheduling of the vacation into the ensuing calendar year as the employee desires, providing it does not affect other employees' vacation periods.

In the event that a vacation request is denied due to operational need, the supervisor will solicit officers in that Post or casino who are willing to work that shift(s) at straight time one and one half (1 ½) times the employee's current hourly rate for the requestor. If an officer agrees, the vacation request shall be granted and the replacement officer shall work that shift(s). If no officers are willing or able to work the vacation day requested, the day off will continue to be denied.

Once a day off request has been submitted, management shall approve or deny the request within ten (10) days.

If an employee is hospitalized while on his or her paid vacation, the portion of the paid vacation spent in

the hospital may be rescheduled

upon satisfactory proof of said hospitalization being provided to the Employer. The Employer agrees that employees will not be required to return to work during their vacation period.

C. Catastrophic Illness Contributions

No changes.

D. **No changes.**

SECTION 7 Family and Medical Leave

No changes.

SECTION 8 Sick Leave

A.-F.

No changes.

G. Work-Related Injuries

In the event of a work-related injury (those injuries covered by the Iowa Workers' Compensation Law) of at least five (5) days in duration, the employee shall be allowed to utilize up to sixty (60) days of paid leave per incident which shall not be charged against the active or banked sick leave accounts. The employee must first utilize five (5) days of his or her sick leave before being allowed to utilize the above described sixty (60) days of paid leave. Employees will continue to accrue sick leave during this sixty (60) day period.

Once an employee elects to supplement Workers' Compensation benefits with accrued sick leave, vacation, or earned compensatory time for a pay period, that election must remain the same for the entire pay period. Employees must utilize one (1) type of leave for each election or employees may choose not to supplement.

If after the above sixty (60) days paid leave the employee is still unable to return to work, the employee will then utilize his or her accrued sick leave or apply for Workers' Compensation benefits. Upon request, employees may supplement Workers' Compensation benefits with accrued sick leave, vacation or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary.

In the event the employee is unable to return to work after exhausting his or her active and banked sick leave account, the employee will be placed on disability in accordance with departmental rules and regulations and existing insurance policies.

If an employee is requested or required to do light duty during a work-related injury healing period, that employee's hours shall include any drive time to and from the location of the light duty.

The workers compensation carrier selected by the Employer shall have a clause in the contract which requires the carrier, absent special circumstances, to respond within 2 business days to any inquiry from an employee or medical provider of the employee.

H. Disability

No changes.

SECTION 9 Shift Differential

A. No changes.

B. The following language will apply to State Troopers only:

For any shift worked in which four (4) or more hours fall between 6:00 p.m. and midnight, the Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of one dollar (\$1.00) ~~ninety cents (\$0.90)~~ per hour for all hours worked on that shift.

For any shift worked in which four (4) or more hours fall between midnight and 7:00 a.m., the Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of two dollars (\$2.00) ~~one dollar (\$1.00)~~ per hour for all hours worked on that shift.

Employees shall not be eligible for shift differentials pursuant to this Section as a result of an extension of their regular work day into a shift differential period.

SECTION 10 Higher Rank Allowance

No changes.

SECTION 11 Per Diem

A. A daily per diem allowance of twelve dollars (\$12) ~~nine dollars (\$9.00)~~ per day shall be paid to all SPOC employees covered by this Agreement, who work six (6) ~~four (4)~~ or more hours on that day. A second per diem allowance of twelve dollars (\$12) ~~nine dollars (\$9.00)~~ per day shall be paid to all SPOC employees covered by this Agreement who work twelve (12) ~~fourteen (14)~~ or more consecutive hours. For purposes of this Section, a standard unpaid meal period shall not break the consecutive hour requirement to qualify for the second per diem. No special documentation shall be necessary to receive this per diem. The Employer and the Council recognize that these officers are required, as a condition of their employment and for the convenience of the Employer, to eat certain meals outside of their homes while on duty. Additionally, if in travel status the employee will receive the current meal reimbursement rates and lodging rates under the current DAS guidelines. To receive travel reimbursement, the employee must submit at a minimum a receipt for their hotel. If all the employee has is meals, they do not need to turn in any receipt.

B. No changes.

SECTION 12 Court Allowance

No changes.

SECTION 13 Clothing Maintenance Allowance

The Department of Public Safety agrees to continue its present uniform policy together with existing cleaning allowances by paying a minimum of two hundred dollars (\$200.00) semi-annually in December and June. Additionally, employees in non-uniformed divisions of the Department of Public Safety shall be paid a clothing allowance of three hundred dollars (\$300.00) semi-annually in December and June to be utilized for purchasing clothing. Employees of the Department of Natural Resources shall have a clothing allowance of five hundred dollars (\$500.00) per year to be utilized for ordering clothing. Additionally, employees of the Department of Natural Resources shall be paid four hundred (\$400) ~~one hundred dollars (\$100.00)~~ annually on the first day of the pay period that includes July 1st to be used for cleaning and maintenance.

SECTION 14 Referral Bonus (Department of Public Safety)

No changes.

SECTION 15 Deferred Compensation

For employees eligible for Internal Revenue Code Section 457, deferred compensation, the State agrees to match employee contributions on the basis of one dollar (\$1.00) for each two dollar (\$2.00) contribution, to a maximum Employer contribution of ~~seventy-five dollars (\$75.00)~~ 2% of the monthly maximum base pay of a Trooper 2, per month.

ARTICLE X HEALTH AND SAFETY

No changes.

ARTICLE XI MISCELLANEOUS

SECTION 1 Work Rules

No changes.

SECTION 2 Annual Performance Evaluation

No changes.

SECTION 3 Personnel Files

A. – D. **No changes.**

E. ~~Any written reprimand shall be removed from the employee's personnel file after three (3) years. If no disciplinary action is taken against an employee for a period of two (2) calendar years following a written reprimand, upon written request of the employee, the Employer shall remove all records of the written reprimand from the employee's personnel file. If no disciplinary action is taken against an employee for a period of three (3) calendar years following a suspension or demotion, upon written request of the employee, the Employer shall remove all records of the suspension or demotion from the employee's personnel file. Notwithstanding any provisions of this Article, the Council agrees that the Employer may continue to maintain records of prior incidents of disciplinary action after removal from the personnel file for administrative purposes, but those prior incidents shall not be offered as evidence in an arbitration, nor shall those prior incidents be released to any outside parties.~~

SECTION 4 Educational Leave

No changes.

SECTION 5 Expense Reimbursement

No changes.

SECTION 6 Issuance of Subpoenas and Notification of Employees

No changes.

SECTION 7 Jury Duty

No changes.

ARTICLE XII
NO STRIKE - NO LOCK OUT

No changes.

ARTICLE XIII GENERAL

No changes.

TERMINATION OF AGREEMENT

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, ~~2017~~ 2019, and terminating on June 30, ~~2019~~ 2021. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.

APPENDIX A-1
BIWEEKLY SALARY SCHEDULES

Effective with Pay Period including July 1, 2019 Including 3.5% increase in starting wages and then 3% ATB

Classification	Minimum	Maximum
PARK RANGER	\$2,131.25	\$3,094.12
CONSERVATION OFFICER	\$2,131.25	\$3,094.12
SPECIAL AGENT 1	\$1,986.26	\$2,879.88
SPECIAL AGENT 2	\$2,416.10	\$3,509.42
FIRE INSPECTOR	\$2,074.11	\$3,010.90
TROOPER 1	\$1,765.39	\$2,560.17
TROOPER 2	\$2,157.69	\$3,134.50
TROOPER 3	\$2,202.03	\$3,197.12
TROOPER PILOT	\$2,246.38	\$3,262.22
TROOPER PILOT SENIOR	\$2,290.73	\$3,327.31

APPENDIX A-2
BIWEEKLY SALARY SCHEDULES

Effective with Pay Period including July 1, 2020, Including 3% ATB

Classification	Minimum	Maximum
PARK RANGER	\$2,195.19	\$3,186.94
CONSERVATION OFFICER	\$2,195.19	\$3,186.94
SPECIAL AGENT 1	\$2,045.85	\$2,996.28
SPECIAL AGENT 2	\$2,488.58	\$3,614.70
FIRE INSPECTOR	\$2,136.33	\$3,101.23
TROOPER 1	\$1,818.34	\$2,636.98
TROOPER 2	\$2,222.42	\$3,228.54
TROOPER 3	\$2,268.09	\$3,293.03
TROOPER PILOT	\$2,313.77	\$3,360.09
TROOPER PILOT SENIOR	\$2,359.45	\$3,427.13